

## **REMARKS**

Claims 1-6, 8-16, and 18-24, are pending in the application.

Claims 1-6, 8-16, and 18-24 are currently amended. However, as a convenience for the Examiner, only independent claims 1 and 11 are currently amended to amend the subject matter of the claims. The remaining amendments merely provide proper antecedent basis or introduce language to explicitly define the scope of dependent claims. No new matter is added to currently amended claims 1-6, 8-16, and 18-24.

Claims 1-6, 8-16, and 18-24 stand rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent Application Publication No. 2002/0178103) to Dan et al., hereinafter, Dan, in view of U.S. Patent Application Publication No. 2003/0167446) to Thomas, and in view of U.S. Patent Application Publication No. 2002/0042757 to Albazz et al., hereinafter, Albazz.

Applicants respectfully traverse this rejection based on the following discussion.

### **I. The 35 U.S.C. §103(a) Rejection over Dan, in view of Thomas, and in view of Albazz**

#### **A. The Dan Reference**

Dan discloses an automated dynamic system for negotiating electronic service contracts.

Dan also discloses and illustrates in Fig. 7, a general architecture for the negotiating system comprising, *inter alia*, a provider server 540 that may include the following components: negotiation manager 580, Trading Partner Agreement (TPA) template and profile data base 610, a negotiation table 612 for maintaining references to the customized logic to be called during online negotiations and registered negotiation logic routines 621, 622 and 623 specific to the negotiation of a particular contract template. The negotiation manager 580 processes all negotiation requests

and invokes appropriate negotiation logic by looking up the registration table before returning a response to the requester. (emphasis added) ... For a given negotiation request, negotiation manager 580 accesses the appropriate meta contract, template of TPA in data base 610 through link 640. Negotiation logic 621, 622 or 623 is then involved by the negotiation manager to determine a response that is customized to the negotiation request. (Paragraph [0049]).

The Office Action asserts that Dan teaches the present invention's claimed feature of "classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures" by citing Paragraph [0035] of Dan, "a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party".

Applicants respectfully submit that the Office Action has incorrectly analogized the "dynamic structures" of the present invention to data structures into which business data may merely be input to empty tags. In fact, the word "dynamic" as used by the present invention refers to the dynamic construction of these data structures at runtime to speed XML construction for a business transaction. Indeed, the very title of the present invention is "A System and Method for Speeding XML Construction for a Business Transaction Using Prebuilt XML with Static and Dynamic Sections". This interpretation of "dynamic" in the present invention is supported by Paragraph [0027], lines 12 and 13, "Additionally, the invention provides a faster construction of the XML transactions at transaction runtime since only the dynamic content is built using business logic."

Furthermore, although the Office Action incorrectly analogizes the dynamic structures of the present invention to the "negotiable fields" of Dan, nowhere does Dan disclose, teach or suggest that the "negotiable fields" may function as "single occurrence classifiers for repeating

dynamic structures", as cited by independent claims 1, 11, and 22 of the present invention.

Instead, the "negotiable fields" of Dan are merely fields that may be filled with business data prior to runtime for producing an electronic contract. Applicants respectfully submit that negotiable fields are not dynamic data structures to one of ordinary skill in the art.

For at least the reasons outlined above, Applicants respectfully submit that Dan does not disclose, teach or suggest the present invention's claimed feature of "classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures".

#### **B. The Dan, Thomas, and Albazz References**

The Office Action admits the Dan and Thomas do not explicitly teach the features of "combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction." (Office Action, page 5, (H)).

The Office Action asserts that Albazz teaches the claimed feature of "combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction", in Paragraph [0081] of Albazz, which states "All contract Static Elements and Dynamic Elements are tied together in a contract profile, which includes linking the Product List Filter(s) [PLF] and any Dynamic Elements in the Terms and Conditions Set. FIG. 6 illustrates an example of linking a Ts&Cs Page having a multiple Folds to a multiple-tier PLF.

Other scenarios might involve linking Ts&Cs Page Folds to other contract elements, for example to different divisions of a buyer organization". (Office Action, page 7, lines 3-11).

Albazz disclose a system and method for conducting contractual activity over a computer network. Albazz also discloses "a generated list [that is, a Product List Filter (PLF)] could be static with the same products being produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization." (Paragraph [0076]).

Albazz further discloses "PLFs can be implemented within the contract preparation and negotiation cycles in different scenarios. For example, a seller may define a product list to be offered to a particular buyer and create a specific PLF for that list, which is used by the contract preparation administrator to prepare the contract. In another example, seller and buyer representatives negotiate and agree on a targeted list of products, which is then reverse engineered by the seller to create a PLF. In each case, once a product list (which may be framed more broadly as a list of product categories) is agreed to and approved it will be defined by a corresponding PLF, which becomes an integrated component of the contract, and offers the flexibility required to generate a dynamic product list (emphasis added) that can be refreshed with new products whenever the seller decides that such new products should be made available." (Paragraph [0079]).

Albazz further discloses "All contract Static Elements and Dynamic Elements are tied together in a contract profile, which includes linking the Product List Filter(s) and any Dynamic Elements in the Terms and Conditions Set", (Paragraph [0081]), which is cited by the Office Action on page 7, lines 6-11.

Independent claims 1 and 11 recite in relevant part,

"combining said static structures with said dynamic structures at a runtime to construct said XML transaction ... ." (emphasis added).

Independent claim 21 recites in relevant part,

"means for combining said static structures with said dynamic structures at a runtime of said XML transaction ... means for constructing a final XML structure based on the combining process, wherein said final XML structure comprises fully built dynamic structures ... ." (emphasis added).

Albazz does not cure the deficiencies of Dan and Thomas. Albazz, like Dan discussed above, discloses Dynamic Elements that are merely business inputs, i.e., variables, to a data structure, i.e., a PLF, used for conducting contractual activity over a network.

In contrast, the dynamic structures of the present invention implement a speedier construction of an XML transaction, which is one of the problems the present invention solves – "However, the conventional techniques may not fully provide for a solution that provides for XML construction ... ." (Specification, Paragraph [0006]).

For at least the reasons immediately above with regard to the Albazz reference and with regard to the Office Action's admission that Dan and Thomas do not disclose "combining said static structures with said dynamic structures at a runtime of said XML transaction", Applicants respectfully submit that Dan, Thomas, and Albazz, either individually or in combination, do not disclose, teach or suggest every feature of independent claims 1, 11, and 21, and dependent claims 2-6, 8-10, 12-16, 18-20, and 22-24. Therefore, Dan, Thomas, and Albazz, either individually or in combination, fail to render obvious the subject matter of the present invention under 35 U.S.C.

§103(a). Withdrawal of the rejection of claims 1-6, 8-16, and 18-24 under 35 U.S.C. §103(a) as unpatentable over Dan in view of Thomas and in view of Albazz is respectfully solicited.

## **II. Formal Matters and Conclusion**

Claims 1-6, 8-16, and 18-24 are pending in the present application.

Claims 1-6, 8-16, and 18-24 are currently amended to provide proper antecedent basis, to more fully define the scope of the dependent claims, and to overcome the prior art rejection. The Examiner is respectfully requested to reconsider and withdraw the rejection to the claims.

In view of the foregoing, Applicants submit that claims 1-6, 8-16, and 18-24, all of the claims presently pending in the application, are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to discuss any other changes deemed necessary. Please charge any deficiencies and credit any overpayments to Attorney's Deposit Account Number 09-0456.

Respectfully submitted,

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